AGREEMENT

- between -

THE BOARD OF EDUCATION FOR THE CITY OF LONDON (BOARD)

- and -

CONTINUING EDUCATION INSTRUCTORS

Represented By

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (UNION)

1996 May 17 to 1998 May 16



TABLE OF CONTENTS

Article	Topic
1	Recognition and Purpose
2	Representation
3	Definitions
4	Management Rights
5	Union Security
6	Miscellaneous
7	No Strikes or Lockouts
8	Grievance Procedure
9	Arbitration
10	Provisions for Absence with Pay
11	Leave of Absence Without Pay
12	Parenting Leave
13	Benefits
14	No Discrimination
15	Seniority
16	Evaluation
17	Pay Administration
18	Rates of Pay
19	Duration and Renewal of Agreement

ARTICLE 1 - RECOGNITIONAND PURPOSE

- 1.01 It is the intent and purpose of both parties to specify within the Agreement certain of the terms and conditions of employment of those Instructors covered by this Agreement and other matters mutually agreed to.
- This agreement shall apply to all employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board, that is, all Continuing Education Instructors, save and except Administrators and Coordinators and persons above that rank within the Board of Education for the City of London.
- **1.03** The Board recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit defined above.

ARTICLE 2 - REPRESENTATION

- At negotiations for the renewal of this Agreement, the Board shall recognize and meet with a Negotiating Committee of the Union consisting of not more than five (5) Continuing Education Instructors employed by the Board and the Union's chief negotiator. The parties may have the assistance of such advisors as they deem necessary from time to time.
- 2.02 The Union shall keep the Board informed as to the members of its Negotiating Committee, the President of the Union or designate, and Union Executive.
- 2.03 The members of the Union's Negotiating Committee, the President of the Union or designate, or Union Executive shall not leave their regular duties as a Continuing Education Instructor without first obtaining the permission of the Principal of Continuing Education. It is understood that the Union representatives will not absent themselves from their regular duties unreasonably.
- 2.04 Members of the Union Negotiating Team who spend work days negotiating or on a grievance committee shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this Agreement.
- 2.05 The Union shall be entitled to up to ten (10) equivalent days leave per year to be taken in blocks of not less than one-half days in order to conduct Union business. Leave shall be taken by Union Executive members with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Superintendent of Human Resource Services.
- 2.06 The union will reimburse the Board for the salary of temporary employees hired to replace employees on authorized absences under this Article.

2.07 Mutual Concerns Committee:

Consisting of not more than two representatives of the Employer and two representatives from the employees for the purposes of discussing matters which are of concern to the Union or Branch or the Employer. This committee shall meet periodically at times mutually agreed upon.

ARTICLE 3 - DEFINITIONS

- 3.01 "Continuing Education Instructor" means a person employed to provide instruction as a Continuing Education course or class established in accordance with the regulations under the Education Act.
- **3.02** "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
- **3.03** "O.S.S.T.F., District 4" means the employees represented by O.S.S.T.F. employed by the Board of Education.
- ****O.S.S.T.F., District 4 Continuing Education Instructors Branch" means the bargaining unit comprised of all Continuing Education Instructors covered by this Agreement.**
- "Permanentemployee" means any employee who has successfully completed the probationary period.
- 3.06 Authorized absences pursuant to this agreement shall not be considered a break in employment of a Continuing Education Instructor assignment.
- **3.07** Authorized breaks in service include:
 - legitimate illness;
 - negotiating time taken pursuant to this agreement;
 - personal day taken pursuant to this agreement;
 - bereavement leave taken pursuant to this agreement;
 - professional development taken pursuant to this agreement; and
 - any other authorized break in service.
- **3.08** "Employer" means The Board of Education for the City of London.
- "Full-time employee" means an employee who is regularly scheduled to work 25 or more hours per week.

3.10 "Part-time employee" means an employee who is regularly scheduled to work 12.5 hours or more but less than 25 hours per week.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- Without limiting the generality of the foregoing, subject only to the specific provisions of this agreement and the right of any Continuing Education Instructor to lodge a grievance under the grievance procedures herein provided for, the Continuing Education Instructor and the Union recognize and accept that it is the right of the Board to:
 - a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
 - b) suspend with or without pay, discharge or otherwise discipline (including disciplinary demotion) a Continuing Education Instructor for just cause;
 - c) plan and direct the nature and quality of instructional programs, the number of staff to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education and labour in the Province of Ontario; and
 - d) Any changes in rules, regulations, or policies affecting instructors covered by this Agreement shall be sent to the Union prior to implementation.

4.03 <u>Probationary Period</u>:

- **4.03.01** Newly hired Continuing Education Instructors shall serve a probationary period consisting of the first **120** hours of instruction. A probationary period will not be longer than six months.
- **4.03.02** Upon successful conclusion of the probationary period, the employee's name shall be added to the appropriate group seniority list with seniority date of most recent date of hire by the employer.
- **4.03.03** During the probationary period, an employee shall be considered as being employed on a trial basis. Probationary employees may grieve that their dismissal was not for just cause. "Just cause" in this context shall mean that the employer's decision must be made in good faith, and on factors that reasonably relate to the job.

ARTICLE 5 - UNION SECURITY

- 5.01 All instructors shall as a condition of employment, maintain membership in the Union if they are presently a member. All new instructors shall, as a condition of employment, join the Union and remain a member in good standing.
- During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Continuing Education Instructors, the regular O.S.S.T.F. monthly fees, dues and Branch levy as certified by the Union to be currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, no later than November 30th for the following January and no later than June 30th for the following September, as to the amount of dues or fees currently in effect according to its constitution and by-laws.
- 5.03 The amount deducted in accordance with Article 5.02, other than the Branch levy, shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, Ontario, M4A 1P3, no later than the 15th day following the month in which the deductions were made. A copy of the remittance shall be sent to the local Union office.
- The Branch levy shall be remitted to the secretary treasurer of the local Branch at the same time as stated in 5.03.
- The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.
- The Board shall provide the Union with a current list containing instructors' names, work locations and assignments. A copy shall be forwarded to the Union in September, January and April of each school year. At written request, the Board will provide up to three times a year a set of labels for all Continuing Education Instructors at

a cost of \$50.00 per occasion. The Board shall provide a newly-hired Continuing Education Instructor with such information regarding the Union as the Board and Union may agree are appropriate.

- **5.07** It is the obligation of the employee to keep the Board informed of the employee's current mailing address and phone number.
- The Board will be responsible to print the newest collective agreement and distribute a copy to each Continuing Education Instructor. The cost shall be shared equally by the Board and the Union.

ARTICLE 6 - MISCELLANEOUS

- G.01

 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of or in connection with this Agreement shall pass to and from the Superintendent of Human Resource Services or designate, and the President of the Union or designate.
- Bulletin board space will be provided at the work location of each Continuing Education Instructor for the use of the Union.
- 6.03 Where Continuing Education Instructors are directed by their principal to be in attendance on non-instructional days, the instructors shall be paid their normal rate of pay.
- Notwithstanding any other programs provided for instructors, the Board shall provide, in advance, information of System Professional Activity Day schedules and activities. Continuing Education Instructors may register and participate in such activities on a voluntary basis and at no cost to the Board, subject to obtaining the prior approval of the Superintendent of Human Resource Services.
- 6.05 A Continuing Education Instructor will have access to his/her personnel file upon making prior request and shall be accompanied by a representative of the Employer and a representative of the Union if requested by the employee.
- 6.06 Subject to the other legal obligations of the Board, qualified Continuing Education Instructors who have notified the Board in writing on or before January 01 of each year of their desire to be hired to a contract teaching position will be given due consideration for such positions before outside hiring.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Board agrees that there shall be no lockout of Continuing Education Instructors and the Union agrees that there shall be no strike, as those terms are defined under the Labour Relations Act, so long as this Agreement continues to operate.

ARTICLE 8 - GRIEVANCE PROCEDURE

- **8.01** The purpose of this Article is to establish a procedure for the settlement of grievances as quickly as possible.
- **8.02** A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. A grievance shall contain:
 - a) a description of how the alleged dispute is in violation of the Agreement;
 - a statement of the facts to support such grievance, including the specific Article(s) violated;
 - c) the remedy sought; and
 - d) the signature of the President of the Union or designate.
- **8.03** "Immediate supervisor" means the Principal to whom the Continuing Education Instructor reports. Where there is no immediate supervisor, the grievance may proceed to Step 1.

Grievances may be filed as follows:

- a) Individual grievance, on behalf of one member of the Branch Affiliate;
- b) Group grievance, on behalf on more than one instructor affected by the same situation;
- c) Policy grievance, where clarification is sought, although an individual member may not be directly affected at that time.
- 8.04 It is understood that a Continuing Education Instructor has no grievance until the Continuing Education Instructor has first given his/her immediate supervisor an opportunity to adjust the complaint. A complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall be

brought to the attention of the Continuing Education Instructor's immediate supervisor within five (5) days of the date the Continuing Education Instructor becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The immediate supervisor shall respond orally to the complaint within five (5) days of receiving it.

8.05 Should the Continuing Education Instructor be dissatisfied with the immediate supervisor's disposition of the complaint, the employee may, with the assistance of the President of the Union or designate, take the matter up as a grievance in the following manner and sequence:

Step 1

The Continuing Education Instructor may initiate a grievance in accordance with Article 8.02 above, within ten (10) days of receipt of the immediate supervisor's disposition of the complaint. The grievance shall be referred to the Superintendent of Human Resource Services. The Superintendent of Human Resource Services may convene a meeting with the grieving Continuing Education Instructor and the President of the Union or designate and such other persons as the Superintendent of Human Resource Services may require, within ten (10) days of receipt of the grievance. The decision of the Superintendent of Human Resource Services shall be given in writing to the President of the Union or designate and the griever within five (5) days following the meeting or the expiration of time for the holding of a meeting. Notwithstanding the foregoing, where the Union and the Board agree that it is appropriate, a grievance may proceed directly to Step 2.

Step 2

If no settlement is reached at Step 1, the Union may, within five (5) days of the reply of the Superintendent of Human Resource Services, refer the grievance to the Director of Education through the Superintendent of Human Resource Services. The Director shall meet within ten (10)

days of the referral, to deal with the grievance. The Director's final decision shall be given in writing to the President of the Union or designate within five (5) days following the meeting. The griever may attend the Step 2 grievance meeting.

Step 3

If the reply of the Director is unacceptable, the Union may then refer the grievance to arbitration within ten (10) days of the receipt of the reply as hereinafter provided.

- R.06

 The Union or the Board may initiate a grievance regarding a matter arising directly between the Board and the Union, beginning at Step 1 of the Grievance Procedure. Such grievance shall be filed within ten (10) days of the occurrence complained of. Any such grievance may be referred to arbitration as hereinafter provided by the Board, in the case of a Board grievance, or by the Union, in the case of a Union grievance. The Union may not institute a grievance directly affecting a Continuing Education Instructor which such Continuing Education Instructor could personally institute and the regular Grievance Procedure shall not thereby be by-passed.
- Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified herein shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration Procedure may be extended by mutual agreement in writing between the Board and the Union.

8.08 <u>Grievance Mediation</u>

At any stage in the Grievance Procedure the parties, by mutual consent in writing, may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

ARTICLE 9 - ARBITRATION

- P.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference to arbitration in accordance with Step 3 of the Grievance Procedure. A notice of referral to arbitration shall contain the name of the party's appointee to an arbitration board. The recipient party shall, within five (5) days, inform the other party of its appointee to the arbitration board.
- 9.02 The two appointees so selected shall, within five (5) days of the appointment of the second of them, or within a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time provided, the appointment shall be made by the Minister of Labour upon the request of either party.
- **9.03** A single arbitrator may be proposed by either party and if the parties agree that the grievance should be decided by a single arbitrator, this Article shall apply with necessary modifications.
- **9.04** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 The arbitrator or arbitration board, as the case may be, shall not be authorized to make! any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 9.06 Each of the parties hereto will bear the expenses of its appointee to an arbitration board. The parties will jointly share the expenses of the Chairperson or an arbitration board or a sole arbitrator, as the case may be. The decision of

the majority of an arbitration board is the decision of the board but, if there is no majority, the decision of the Chairperson governs.

ARTICLE 10 - PROVISIONS FOR ABSENCE WITH PAY

10.01 Hours Available - Sick Leave

Permanent part-time and permanent full-time employees shall be credited with hours available and use such hours in accordance with this article. Where an employee has sufficient credited hours greater than or equivalent to their hours of absence, there shall be no deduction of salary. The total credited hours will be reduced by the number of hours absent.

- Permanent part-time and permanent full-time employees will be credited with 120 hours for full-time employees and 60 hours for part-time employees each September 01.
- 10.03 Credited hours may not be carried beyond August 31 in any given year.
- 10.04 The provisions of this Article apply to all employees. There shall be no deduction from accumulated hours for approved absences as follows:

10.04.01 Jury Duty

An employee shall receive normal pay when called for jury duty or when subpoenaed as a witness in any proceeding to which the instructor is not a party or one of the persons charged.

10.04.02 Bereavement Leave

An employee will be granted up to three days leave without the loss of pay, provided that the employee was scheduled to work, as a result of the death of a spouse, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent. grandchild, brother-in-law, sister-in-law, or other individual with whom the instructor has had a long lasting relationship. Up to two additional days may be granted at the discretion of the principal.

ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY

11.01 Full Year Leave of Absence Without Pay

- 11.01.01 Leave of absence may be granted by the Superintendent of Human Resource Services or designate to permanent full-time or permanent part-time Continuing Education Instructors, to a maximum of two years upon written request by the instructor through the Principal of the School of Continuing and Alternative Education.
- 11.01.02 Such written request shall normally be submitted by the March 1st of the school year prior to the leave being taken.
- 11.01.03 A Continuing Education Instructor granted a leave of absence shall confirm in the final year of the leave, his/her intention to return or not to return by notifying the Board in writing not later than March 1st for the following school year.
- 11.01.04 Upon return to duty, the instructor shall resume the position most recently held if it is available, or one equivalent in hours and responsibility, or shall be recalled on the basis of seniority if the instructor would otherwise have been laid off ie, seniority will accrue.
- An instructor will be granted any change in the pay scale which may have occurred during the leave relative to the position most recently held or to a comparable position to which the employee may be assigned.
- **11.01.06** Benefits during Leave of Absence

Instructors must make arrangements with the Board and/or with the Teachers Pension Plan or **OMERS** Pension Plan regarding pension plan contributions. During this leave, an instructor may continue to participate in the benefit plans at the instructor's full expense.

11.02 Personal Leave Day

A Continuing Education Instructor who has received prior approval from the Superintendent of Human Resource Services may be absent from duty for one day without pay for the purposes of writing an examination or attending his/her graduation, or for the purpose of attending to personal business.

ARTICLE 12 - PARENTING LEAVE

12.01 Employees shall be granted pregnancy, parental leaves and adoption leaves, in accordance with the Ontario Employment Standards Act as amended from time to time.

12.02 Application for Leaves

12.02.01 In order to facilitate the hiring of replacement employees, the employee will endeavour to give ten (10) weeks notice of the beginning and end dates of the leave.

12.02.02 Application:

- (i) is to the Superintendent of Human Resource Services, through the supervisor, on the appropriate form.
- (ii) for Pregnancy Leave, the application must include the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated date when birth will occur.

12.03 Benefits during Leaves:

- **12.03.01** Leaves are without pay.
- 12.03.02 For those employees who are eligible for Unemployment Insurance benefits during such a leave, the Board's Supplementary Unemployment Benefit plan will provide the equivalent of two (2) weeks approved benefits.
- 12.03.03 During such leave, an employee continues to participate in the benefit plans. The Board will continue paying benefit premiums for employees who have been granted up to thirty-five (35) weeks of leave:

Group Life Extended Health 12.03.04 Seniority and experience continue to accrue during the leaves for up to thirty-five (35) weeks.

12.03.05 Extended Parenting Leave

Leave up to a maximum of 12 months, may be granted subject to such leaves coinciding with natural breaks in the work schedule.

12.03.06 Employees may waive their deduction of benefit plan participation, by giving written notice to the employer at least 4 weeks prior to the waiving of benefits.

12.04 Return From Leave

The employee shall return to their former or equivalent position provided the employee has not been laid off.

ARTICLE 13 - BENEFITS

13.01

Effective **1994** June **01**, permanent part-time and permanent full-time employees shall be eligible to participate in the following benefit plans in accordance with this article.

13.01.01 Group Lie Plans

Part-time employees shall be provided with \$25,000 of term life insurance and full-time employees shall be provided with \$50,000 of term life insurance.

13.01.02 Extended Health benefits will be provided for by the Board.

Permanent part-time and permanent full-time employees shall be eligible to participate in the benefit plans stated above provided they have completed their probationary period.

The employer shall pay on behalf of all eligible employees 85% of the premium for the plans specified in 13.01.01.

The employer shall pay on behalf of eligible full-time employees 85% of the premium for such benefit plans and 50% for eligible part-time employees for the plans specified in 13.01.02.

ARTICLE 14 - NO DISCRIMINATION

14.01

Each of the parties hereto agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced upon an Continuing Education Instructor because of membership in the Union.

ARTICLE 15 - SENIORITY

15.01

As used in this agreement "seniority" means length of continuous service since date of last hire with the employer. (Which for clarity includes continuous service prior to certification of the bargaining unit.)

15.02

a) There shall be seniority lists for permanent employees who work less than part-time in the following groups:

International Language Swimming Instructor Driver Instructor Adult Basic Education Instructor ESL Instructor

15.02

b) There shall be seniority lists for permanent part-time employees in the following groups:

Driver Instructor Adult Basic Education Instructor ESL Instructor

15.02

c) There shall be seniority lists for permanent full-time employees in the following groups:

Driver Instructor Adult Basic Education Instructor ESL Instructor

15.03

Employees shall be laid off in reverse order of their seniority ranking. Employees shall have the right of first recall to positions that they previously held. Priority in recall will be by seniority at the beginning of a new program for continuous programs and/or at the beginning of the school year for regular programs, provided that the Board may retain sufficient employees who possess the necessary qualifications, ability and skill to perform the jobs available.

15.04

Permanent part-time employees shall have seniority rights for part-time positions and permanent full-time employees for full-time positions. 15.05 The seniority rights of an employee shall cease and employee's employment shall be deemed to be terminated for the following reasons:
15.05.01 the employee resigns or retires,
15.05.02 the employee is discharged and not reinstated through the Grievance or Arbitration Procedures;

15.05.03 the employee fails to return from leave of absence, or other approved absence;

the employee is absent from work without permission and for non certified medical reasons for more than three (3) consecutive scheduled working days;

15.05.05 the employee refused a second recall opportunity.

15.05.06 the employee is laid off for a period of twenty (20) months.

15.06 A permanent employee who changes seniority group shall maintain their last date of hire for seniority purposes in the new group.

Permanent full-time and permanent part-time positions shall be posted. Members of the bargaining unit shall be considered for such vacancies. Upon application such applicants who by their resume appear qualified shall be interviewed prior to the Board advertising outside.

ARTICLE 16 - EVALUATION

16.01

A Continuing Education Instructor will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make written comments, if he/she desires. Such documentation and comments will be retained as a part of the Continuing Education Instructor's file.

ARTICLE 17 - PAY ADMINISTRATION

17.01 Statutory Holidays

Effective 1992 November 01, employees shall be paid 4% of gross salary in each pay period in lieu of pay for statutory holidays.

17.02 Vacation Pay

Employees shall be paid vacation pay of 4% of the gross salary in each pay period.

17.03 Employees shall be paid bi-weekly unless they are also paid monthly as members of another bargaining unit in which case they will be paid on a monthly basis.

17.04 When a school/job location is closed by the employer due to climatic condition, a Continuing Education Instructor shall be paid for the equivalent of the assigned day(s) or fraction thereof, provided an employee is scheduled to work on such a day.

ARTICLE 18 - RATES OF PAY

18.01 Continuing Education Instructors

Continuing Education Instructors shall be paid the following hourly rates exclusive of vacation pay and holiday pay:

		92 Sapt 01	93 Sept 01	94 Sept 01	96 Sept 01
Group I	Swimming Instructors	10.48	10.64	10.77	10.88
Group 2	Driver Education Instructon	13.80	14.01	14.19	14.33
Group 3	I) ESL, ABE, In-school Driving Instructon [without an Ontario Teaching Certificate) II) International language Instructon	15.60	15.83	16.03	16.19
Group 4	ABE, ESL and In-School Driving Instructors (who hold an Ontario Teaching Certificate)	27.33	27.60	27.88	28.02

NOTE: In-school Driving Instructors who, as of 1994 May 16, were being placed by the Board for pay purposes in the Group 4 category, shall continue in the Group 4 category when performing those duties for so long as they do not resign their employment with the Board.

18.02 Instructors with the additional responsibility for supervision of a program or site will receive the relevant Instructor rate plus \$1.00 per hour for performing these duties.

*

ARTICLE 19 - DURATION AND RENEWAL OF AGREEMENT

- This Agreement shall commence on 1996 May 17 and end on 1998 May 16 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.
- **19.02** All provisions of this Collective Agreement are effective on **1996** May **17** unless specified otherwise.

Dated and executed this 18th day of September 1997

For the Board

For the Union

Chairperson of the Board

John Laughlin
Director of Education

rector of Eaglatic and Secretary